

under seal, let the theatre to the plaintiff for two nights, subject to the terms on which he held it, but it was decided that the license was determined, and that trespass would lie for the plaintiff against the defendant, one of the proprietors, who entered during his tenancy; the case being under 8 & 9 Vict. c. 106, s. 3, which requires all leases to be made by *deed*, as, at common law, a lease of an incorporeal hereditament is required to be by deed; however, it has been doubted whether, under the Statute of Frauds, all leases must not be under seal; it is also doubted whether in the case of deeds a *signing* is required by the Statute, see 1 Shep. Touch. by Preston, 56, n. 24; *Aveline v. Whisson*, 4 Man. & G. 801; *Cooch v. Goodman*, 2 Q. B. 580. To return—every license to go upon land, not conveying an interest, is revocable at any time:<sup>18</sup> see as to such licenses, *Long v. Buchanan supra*; *Wood v. Lead-bitter*, 13 M. & W. 838; *Perry v. Fitzhowe*, 8 Q. B. 757; *Roffey v. Henderson*, 17 Q. B. 574; *Adams v. Andrews*, 15 Q. B. 284; *Hewitt v. Isham*, 7 Exch. 77; *Taplin v. Florence*, 10 C. B. 744. But where, on account of a license, a party has been put to expense and outlay on the land of the licensor, equity interferes and exacts that the party making the improvement shall be indemnified, *Carter v. Harlan*; *Addison v. Hack supra*. But this does not, of course, hold, where the parties occupy the relation of landlord and tenant, *West v. Flanagan*, 4 Md. 36.

**Authority of agent.**—The provision of this section, which requires the authority of the agent to be in writing, is repeated in the third, but not in the fourth and seventeenth sections.<sup>19</sup> A lease under the Statute must be made and executed in the name of the principal, *Frontin v. Small*, 1 Str. 705; *Harper v. Hampton*, 1 H. & J. 622; and if the lease be denied to be the plaintiff's, he might once show that it was made by A., who had authority from him to execute it, without producing the authority, *Bull. N. P. 177*. But now by the Code, Art. 24, secs. 25, 26,<sup>20</sup> every power of attorney authorizing an agent or attorney to sell and convey any real estate shall be attested and acknowledged in the same manner as a deed, and recorded with the deed executed in pursuance of it (see *Davidson's lessee v. Beatty*, 3 H. & McH. 594), and shall be deemed to be revoked, when the instrument containing the revocation is recorded in the proper office. And by sec. 27,<sup>21</sup> any person executing a deed conveying real estate as agent or

<sup>18</sup> *Shipley v. Fink*, 102 Md. 219.

<sup>19</sup> *Baker v. Wainwright*, 36 Md. 348. An agent for signing may in all cases within the fourth and the seventeenth sections be appointed without writing unless the memorandum is also to be sealed in which case the authority must be conferred by an instrument of equal dignity. *Moore v. Taylor*, 81 Md. 644. Where the contract is in the name of the agent, the principal may be shown by parol. *Baker v. Wainwright*, 36 Md. 336. For other cases on signatures by agents, see *Murphy v. Boese*, L. R. 10 Ex. 126; *Jones v. Victoria Co.*, 2 Q. B. D. 314; *Smith v. Webster*, 3 Ch. D. 49; *Griffith's Cor. v. Humber*, (1899) 2 Q. B. 414.

<sup>20</sup> Code 1911, Art. 21, secs. 25, 26; *Citizens' Ins. Co. v. Doll*, 35 Md. 89; *Rosenthal v. Ruffin*, 60 Md. 326.

<sup>21</sup> Code 1911, Art. 21, sec. 27; *Posner v. Bayless*, 59 Md. 56.